

REMARKS

The application has been amended and is believed to be in condition for allowance.

Claim 1 has been amended to correct an informality.

Claims 16 and 18 have been amended responsive to the claim objection.

Each of claims 12, 14, 16, and 18 depend from claim 10. Claims 12 and 14 include the further recitation of the "the first input is for connection to an incoming telephone line;". Claim 10 recites "a first input for connection to an incoming communication line;". As stated by the Official Action, a telephone line is a subset of a communication line. Therefore, claims 12 and 14 narrow claim 10 as to the type of communication line. Claims 16 and 18 do not include this recitation and therefore are not duplicates of claims 12 and 14.

Withdrawal of the claim objection is solicited.

There are no other formal matters outstanding.

Claims 1, 4, 10-11, 13, 15, 17 and 19-20 were rejected under §102(e) as being anticipated by GREEN et al. 6,003,084.

Claims 12, 14, 16, and 18 were rejected under §103(a) as obvious over GREEN et al; claims 2 and 5 over GREEN et al. in view of AZUMA et al. 6,430,150; claims 3 and 8 over GREEN et al. in view of ENGEL 5,124,984; claim 6 over GREEN et al. in view of BOEBERT et al. 5,864,683 and ENGEL; claim 6 over GREEN et al. in

view of BOEBERT et al.; claim 9 over GREEN et al. in view of BARR 4,763,357.

Claims 1, 4, and 10 are independent.

Claim 1 recites, in part, "to **physically open** the communication link when the comparison determines the data protocol fails to conform with the standardized communication protocol" and "and not forwarding data of which the data protocol does not comply with the standardized communication protocol from the data communication protection device to the first communication station by **physically opening** the communication link within the protection device to prevent communications between the first communication station (11) and the second communication station (12)."

Claims 4 and 10 each recite "ii) to **physically open** the communication link when the comparison determines the data protocol fails to conform with the standardized communication protocol."

The Official Action, on pages 13-14, responds to applicant's previous arguments as to why GREEN does not make this disclosure. The Official Action asserts that GREEN at column 10, lines 45-47 makes the disclosure of physically opening, as required by the above-noted passages from claims 1, 4, and 10.

Applicant respectfully disagrees.

GREEN at column 10 discloses software actions being taken. At line 43, "The filter component then processes the BIND

and returns status to the communications component. Based on the status, the proxy may pass the BIND on to the X.500 server, or it may cancel both sessions and close the connections." This passage includes lines 45-47.

The Official Action states that the phrase "cancel both sessions and close the connections" would mean to one of ordinary skill in the art that "closing the connection results in terminating communication and when communication links are physically opened the communication links can no longer transfer current ("opened circuit") thereby preventing data to be communicated."

This reasoning is flawed in that it takes the phrase "close the connection" to necessarily mean "open circuit" or "physically open the communication link" as recited.

Rather, as explained before, GREEN discloses to "cancel both sessions and close the connections", but the skilled person will not interpret this as physically breaking up the connections, but as logically closing the connection: the physical connection (electrical wiring) remains in place, as otherwise, the complete computer network would break down.

Although it is mentioned in GREEN that "...the proxy could be rude and just close the IP connection, but this is really not appropriate..." (column 10, lines 57-58), such a statement would in fact teach away the skilled person from physically opening the connection (as being not appropriate).

This is exemplified by the following lines 60-61 in the same paragraph, "The appropriate response would be to build an ACSE A-ASSOCIATE response of 'rejected (permanently)'." So actually, GREEN teaches to stop the logical connection (by using the network command "rejected (permanently)"), but not to physically open the associated electrical connection.

Thus, the limitation to "physically open the communication link" is not disclosed by GREEN, nor made obvious by GREEN.

In view of the above, GREEN not only does not anticipate but teaches away from that recited. Reconsideration and allowance of all the claims are therefore respectfully requested.

In view of the above, applicant believes that the present application is in condition for allowance and an early indication of the same is respectfully requested.

The Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 25-0120 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17.

Respectfully submitted,

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